

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

RENTON SPRINGTREE HOMEOWNERS  
ASSOCIATION, a Washington Non-Profit  
Corporation,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY, an  
Illinois Corporation; and DOE INSURANCE  
COMPANIES 1-10,

Defendants.

NO.

COMPLAINT FOR DECLARATORY RELIEF  
AND MONETARY DAMAGES

JURY DEMAND

Plaintiff Renton Springtree Homeowners Association (the “Association”) alleges as follows:

**I. INTRODUCTION**

1.1 This is an action for declaratory judgment and monetary damages, seeking:

(A) A declaration of the rights, duties, and liabilities of the parties with respect to certain controverted issues under insurance policies issued to the Association, respectively, by Allstate Insurance Company (“Allstate”). The Association is seeking a ruling that the Allstate policies provide coverage for the damage at the Renton Springtree Condominium and that the above listed insurers are liable for money damages for the cost of investigating and repairing the damage at the Renton Springtree Condominium.

(B) Attorneys’ fees (including expert witness fees) and costs.

(C) Any other relief the Court deems just and equitable.

## II. PARTIES AND INSURANCE CONTRACTS

2.1 The Association. The Association is a nonprofit corporation organized under the laws of the state of Washington with its principal place of business located in Renton, Washington. The Association is organized under the laws of the State of Washington. The Association has the duty to maintain the common elements and any limited common elements of the Renton Springtree Condominium for the common enjoyment of the unit owners. The Renton Springtree Condominium consists of twenty-seven buildings with one hundred forty-eight (148) residential units located Renton, King County, Washington.

2.2 Allstate Insurance Company. Allstate is an Illinois domiciled insurer with its principal place of business in Columbus, Ohio. On information and belief Allstate sold and issued property policies to the Association including, but not limited to, Policy No. AX12967345 (in effect from at least 5/13/1988 to 5/12/1989). The Association is seeking coverage under all Allstate policies issued to the Association or covering the Renton Springtree Condominium at any time.

2.3 Doe Insurance Companies 1-10. Doe Insurance Companies 1-10 are currently unidentified entities who, on information and belief, sold insurance policies to the Association that identify the Renton Springtree Condominium as covered property.

2.4 Renton Springtree Insurers. Allstate and Doe Insurance Companies 1-10 shall be collectively referred to as the “Renton Springtree Insurers.”

2.5 Renton Springtree Policies. The policies issued to the Association by the Renton Springtree Insurers shall be collectively referred to as the “Renton Springtree Policies.”

## III. JURISDICTION AND VENUE

3.1 This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 (diversity jurisdiction) as the parties are completely diverse in citizenship and the amount in controversy exceeds \$75,000.

3.2 Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) as the Renton Springtree Insurers marketed and sold insurance to the Association in King County; a substantial part of the

events giving rise to the claim, including the breach of contract, occurred in King County; and the insured condominium building is located in King County.

#### IV. FACTS

4.1 Incorporation by Reference. The Association re-alleges the allegations of paragraphs 1.1 through 3.2, above, as if fully set forth herein.

4.2 Tender to Allstate. In March 2023, the Association tendered claims for insurance coverage to Allstate for hidden damage recently discovered by J2 Building Consultants (“J2”). The Association offered to enter into tolling agreements with Allstate. To date, Allstate has not executed a tolling agreement or investigated the Association’s claim. The Association understands from J2 that the cost to repair the covered hidden water damage at the Renton Springtree Condominium is substantially over the jurisdictional limit of \$75,000.

#### V. FIRST CLAIM AGAINST THE RENTON SPRINGTREE INSURERS FOR DECLARATORY RELIEF THAT THE RENTON SPRINGTREE POLICIES PROVIDE COVERAGE

5.1 Incorporation by Reference. The Association re-alleges and incorporates by reference the allegations of paragraphs 1.1 through 4.2, above, as if fully set forth herein.

5.2 Declaratory Relief. The Association seeks declaratory relief from the Court in the form of determinations regarding the following disputed issues that:

(A) The Renton Springtree Policies cover the damage to weather-resistive barrier, exterior sheathing, and framing at the Renton Springtree Condominium.

(B) No exclusions, conditions, or limitations bar coverage under the Renton Springtree Policies.

(C) The loss or damage to the Renton Springtree Condominium was incremental and progressive. New damage commenced during each year of the Renton Springtree Policies.

(D) As a result, the Renton Springtree Policies cover the cost of investigating and repairing the weather-resistive barrier, exterior sheathing, and framing at the Renton Springtree Condominium.

#### VI. PRAYER FOR RELIEF

WHEREFORE, the Association prays for judgment as follows:

6.1 Declaratory Judgment Regarding Coverage. A declaratory judgment that the Renton Springtree Policies provide coverage as described herein and that the Renton Springtree Insurers are obligated to pay money damages to repair the hidden damage at the Renton Springtree Condominium.

6.2 Money Damages. For money damages in an amount to be proven at trial.

6.3 Attorneys' Fees and Costs of Suit. For reasonable attorneys' fees (including expert fees) and costs. *See Olympic Steamship Co. v. Centennial Ins. Co.*, 117 Wn.2d 37, 811 P.2d 673 (1991), and RCW 48.30.015.

6.4 Other Relief. For such other and further relief as the Court deems just and equitable.

## **VII. DEMAND FOR JURY TRIAL**

7.1 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Association demands trial by jury in this action of all issues so triable.

DATED this 1st day of March, 2023.

### **STEIN, SUDWEEKS & STEIN, PLLC**

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